

Franklin County Visitors Bureau
County of Franklin



Franklin County Visitors Guide

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FRANKLIN COUNTY | PA

Great moments along the way.

REQUEST FOR PROPOSAL Franklin County Visitors Bureau (FCVB) Visitors Guide

The Controller of Franklin County at the Franklin County Administrative Annex, 218 North Second Street, Chambersburg, Pennsylvania 17201 will receive proposals until 4:00 PM on Monday, **May 3, 2010**. All proposals so received will be received in an opaque envelope labeled "Franklin County Visitors Bureau Visitors Guide". All proposals received will be publicly opened and read on Thursday, **May 6, 2010 at 9:15 AM**, at the Franklin County Commissioners Office, 14 North Main Street, Chambersburg. Prevailing Time for the following contract:

Franklin County Visitors Bureau Visitors Guide Printing

This Request for Proposals (RFPs) calls for printing of the Visitors Guide, an 8.5" x 11", 68-page plus cover tourism promotion and information piece. FCVB is requiring a quotation with the cost to print 75,000 copies of the visitors guide; 100,000 copies of the visitors guide; and 125,000 copies of the visitors guides. Contract includes distribution of the visitors guide to the Commonwealth's contractor for statewide distribution.

Request For Proposals (RFPs) information may be obtained upon request by prospective bidders from Franklin County at 14 North Main Street, Chambersburg, PA 17201 (717) 709-7204 free of charge. RFPs may be examined free of charge at 14 North Main Street, Chambersburg, Pennsylvania.

The Franklin County Commissioners reserve the right to reject any or all proposals and to waive any or all defects, errors, omissions, irregularities or informalities in any proposal.

BY ORDER OF THE COUNTY COMMISSIONERS OF FRANKLIN COUNTY.

David Keller, Chairman
Robert L. Thomas
Robert Ziobrowski

LEGAL AD

Please Publish: **April 22 and April 27**

Proof of Publication Requested

FCVB Background

FCVB is the designated Tourist Promotion Agency of Franklin County, tasked with the promotion and marketing of Franklin County as a leisure and business travel destination. The Franklin County Visitors Bureau is a department of Franklin County government and is, therefore, governed by the Commonwealth of Pennsylvania's County Code.

General Information

- Delivery of product must be no later than June 15, 2010.
- Employer is County of Franklin, 14 North Main Street, Chambersburg, PA 17201.
- Point of Contact for specification, questions, or concerns is Janet Pollard, Director of Tourism, Franklin County Visitors Bureau, County of Franklin, 717-709-7204 or jkpollard@co.franklin.pa.us. Questions about or clarification of bid specs must be received in writing by e-mail or letter no later than the close of business Thursday, April 29, 2010.

Project Overview

The Franklin County Visitors Bureau is soliciting proposals for printing of the Franklin County Visitors Guide. FCVB will provide visitors guide file to printer.

Bid Security

1. Bid security in the type and amount of 10% as stated in the Invitation to Bid shall accompany each bid. Bid Bonds shall name as obligee and checks shall be made out to the County of Franklin, Pennsylvania. No bidder shall modify, withdraw, or cancel his bid or any part thereof for thirty (30) days after the time designated for receipt of bids.
2. Bid security of the three lowest responsible bidders will be retained until Contract Documents have been properly executed by bidder to whom contract is awarded, but in no event exceeding thirty (30) days after bid opening. All other bid securities will be returned to bidder within ten (10) days after bid opening. In the event a Bid Bond is submitted with the Bid, the bidder shall make certain that a proper power of attorney evidencing the authority of the agent of the surety to execute the Bid Bond if furnished therewith. Bid security in the type and amount of 10% as stated in the Invitation to Bid shall accompany each bid. Bid Bonds shall name as obligee and checks shall be made out to the County of Franklin, Pennsylvania. No bidder shall modify, withdraw, or cancel his bid or any part thereof for thirty (30) days after the time designated for receipt of bids.

Proposal Requirements

Proposals will identify the name of the individual or business, address, phone, fax, e-mail, number of years in business, and number of employees. If subcontractors are to be used, provide names and contact information as well as the work that the subcontractor will be doing.

Proposals should include two related samples of work to show completion of similar jobs and quality of work in doing similar jobs.

Specifications for printing are:

Finished Size: 8-1/2 x 11
Paper: 70 lb. paper – Self-cover
Bid requests pricing for a varnished cover and an unvarnished cover.
Pages: 72 pages
Inks: 4/4 Four-color process
Bindery: Saddlestitch on 11" side
Quantity Bids for 75,000 copies; 100,000 copies; and 125,000 copies.

FCVB will award one contract—either for 75,000 copies; 100,000 copies or 125,000 copies.

FCVB requires the right to examine the quality of printing at the outset of the print run.

Distribution of 45,000 will be to PA On Display and Getaways On Display and mailed to:
Attn: James Matthews
PA on Display
147 Arrowhead Drive, Bldg. #3
Manheim, PA 17545

Non-Collusion Affidavit

Completion of a non-collusion affidavit is required. Instructions for and the non-inclusion affidavit are included at the end of the bid packet.

Surety or Performance Bond

The successful bidder must supply a bond of 25% of the project in the form of an irrevocable letter of credit, a certified check, a cashier's check, bank good faith check, or other irrevocable letter of credit or bond. Instrument of bonding must be conveyed to FCVB/County of Franklin within 5 working days of award of bid. Bond is included at the end of the bid packet.

Deadline

Bids must be received by 4:00 PM on Monday, **May 3, 2010**, at the Office of the Controller of Franklin County at the Franklin County Administrative Annex, 218 North Second Street, Chambersburg, Pennsylvania 17201. All proposals so received will be received in an opaque envelope labeled "Franklin County Visitors Bureau Visitors Guide". All proposals received will be publicly opened and read on Thursday, **May 6, 2010 at 9:15 AM**, at the Franklin County Commissioners Office, 14 North Main Street

Award of Contract

FCVB reserves the right to award bid based on quality of submitted samples, capability to meet time requirements, and overall value of the proposer's submission. Bids will be rated on company's qualifications and quality of work. FCVB is not liable for costs incurred by

the bidder prior to execution of the contract. All costs incurred prior to result of bid request or the proposer's sole responsibility. Date of the award of contract will be announced at the opening on **Thursday, May 6, 2010**.

Questions

FCVB requires all questions to be provided in a written format, either by e-mail (jkpollard@co.franklin.pa.us), mail, or drop off to 14 North Main Street, Chambersburg, PA, no later than **Thursday, April 28, 2010**.

Franklin County Visitors Bureau Visitors Guide

Proposal Summary

Company Submitting Bid: _____

Address: _____

Contact: _____

Phone: _____ Email: _____

Fax: _____

Name of Representative Binding the Firm: _____

Signature of Firm Representative

Date

Proposal Summary

Project Cost for Printing of 75,000 copies

Varnished Cover

\$ _____

Unvarnished Cover

\$ _____

Project Cost for Printing 100,000 copies

Varnished Cover

\$ _____

Unvarnished Cover

\$ _____

Project Cost for Printing 125,000 copies

Varnished Cover

\$ _____

Unvarnished Cover

\$ _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid and in accordance with the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq.
2. **This Non-Collusion Affidavit must be executed by the member, officer or employer of the Bidder who makes the final decision on prices and the amount quoted in the bid.**
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it very carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “Complementary Bid” as used in the Affidavit has the meaning commonly associated with the term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.
7. A person’s affidavit stating that the person has been convicted or found liable of any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding in any public contract within the last three (3) years does not prohibit a governmental agency from accepting a bid or awarding a contract to that person, but may be a ground for administration, suspension or debarment in the discretion of a governmental agency under the rules and regulations of that agency, or, in the case of a governmental agency with no administrative suspension or debarment regulations or procedures, may be a ground for consideration on the question whether such agency should decline to award the contract to that person on the basis of a lack of responsibility.

NON-COLLUSION AFFIDAVIT

Contract/Bid No

State of: _____: _____: ss
County of: _____:

I state that I am _____
(Title) (Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors,
(Firm)

And employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

6. _____ has or has not been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years.

I state that _____ understands

(Firm)

acknowledges that the above responsibilities are material and important, and will be relied on by the Owner in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any mis-statement in this affidavit is and shall be treated as fraudulent concealment from the Owner of the true facts relating to the submission of bids for this contract.

Name

Company Position

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____, 20 _____.

Notary Public

My Commission Expires:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we,

_____, as Principal (the “Principal”), and

_____,

corporations organized and existing under the laws of the

and _____, as Surety (the “Surety”), are held and firmly
bound unto the FRANKLIN COUNTY COMMISSIONERS, as Obligee (the “Obligee”),
as hereinafter set forth, in the full and just sum of

_____ DOLLARS (\$) _____), lawful money of the
United States of America for the payment of which sum we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain proposal,
dated _____, 19 ____ (the “Proposal”), to perform certain work for the
Obligee, in connection with 2008 Visitors Guide. Pursuant to plans, specifications and
other related documents constituting the contract documents, which are incorporated into
the Proposal by reference (the “Contract Documents”); and

WHEREAS, The Obligee is a “contracting body” under provisions of Act No. 385 of the
General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on
December 20, 1967, known and cited as the “Public Works Contractors’ Bond Law of
1967” (the “Act”); and

WHEREAS, The Act, in Section 3 (a), requires that, before an award shall be made to the Principal by the obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with the Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the proposal; and

WHEREAS, It also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, Under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that: (a) if the Principal well, truly and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of two (2) years from the date of completion by the Principal and acceptance of the obligee of the work to be performed under the Agreement in accordance

with the Contract Documents, which defeats, in the sole judgment of the Obligee or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship; then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alternations, changes and/or additions to the Contract Documents, and/or any alternations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of wither the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alternations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, sub-contractor thereunder or for which liability has accrued by the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, The Principal and the Surety cause this Bond to be signed,
sealed and delivered this _____ day of _____ 20 ____.

(Individual Principal)

_____(SEAL)

(Signature of Individual)

Witness:

Trading and doing business as

(Partnership Principal)

_____(SEAL)

(Name of Partnership)

By:

Partner

_____(SEAL)

By:

Partner

_____(SEAL)

By:

Partner

_____(SEAL)

By:

Partner

(Corporation Principal)

ATTEST:

(Assistant Secretary)

(Name of Corporation)

By:

(Vice) President

(CORPORATE SEAL)

or (if appropriate)

(Name of Corporation)

Witness:

*By:

Authorized Representative

*Attach appropriate proof, dated as of the same date as the Bond,
evidencing authority to execute in behalf of the corporation.

(Corporate Surety)

(Name of Corporation)

Witness:

*By:

Attorney-in-fact

(CORPORATE SEAL)

*Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Bid Checklist – Please be sure that your bid includes the following:

_____ **Proposal Pricing Sheet**

_____ **10% Bid Bond**

_____ **Non-Collusion Affidavit**

_____ **Performance Bond**